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August 25, 2008

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VIA FACSIMILE

Hon. Stephen C. Robinson
United States District Court
Southern District of New York
US Courthouse
300 Quarropas Street
White Plains, NY 10601

Re: Cadles of Grassy Meadows II, LLC v. Kathryn Lapidus and
Raquette Lake Camps, Inc.
Case No.: 08 Civ. 6371 (SR)

Dear Judge Robinson:

We represent the Defendants Kathryn Lapidus and Raquette Lake Camps (the "Camp") in the above entitled action. We also have represented the debtor, Edward B. Lapidus, for the past two years in connection with the enforcement proceeding and litigation arising from two Connecticut judgments from 1991 and 1993 respectively that were purchased by the Plaintiff and domesticated in New York in 2006. Only this morning while reviewing PACER did we notice that Plaintiff's counsel sent a letter to the Court indicating that Raquette Lake Camps is in default by failing to answer by August 8th. Plaintiff's counsel is well aware that we have also represented Ms. Lapidus and the Camp in the state court proceeding, since they have been litigating in that forum since 2006, receiving discovery and serving harassing subpoenas on numerous third parties, including the Camp and Ms. Lapidus, which have produced no recovery yet.

It is our clients' belief that the filing of this action is another attempt at pressuring Ms. Lapidus, who has independent assets, into paying for her husband's 15-year old debts. In short, Mr. Lapidus has never conveyed anything of value to the Camp. Ms. Lapidus purchased the Camp with her own money in 2000, many years after her husband lost all his money in real estate and, after further contributions of Ms. Lapidus' separate funds, only recently has turned a profit.

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According to PACER, no default has been entered against the Camp. As indicated in my opening letter, I am not aware that my clients saw or received the complaint served upon the Camp through the Secretary of State. If in fact the Camp is determined in default, we believe we have valid defenses to this action and we respectfully request leave of the Court to vacate any such default.

Respectfully submitted,

s/

Anthony F. Prisco (AP-9633)

AFP:tv

cc: Steven Giordano, Esq. (Via Facsimile)

Stephen Vlock, Esq. (Via Facsimile)

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